

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

**ST. CLAIR INTELLECTUAL PROPERTY  
CONSULTANTS, INC.,**

*Plaintiff,*

v.

**ACER, INC., et al.,**

*Defendants.*

Civil Action No. 09-354-LPS-MPT  
Civil Action No. 09-704-LPS-MPT  
**CONSOLIDATED CASES**

**JURY TRIAL DEMANDED**

**MICROSOFT CORPORATION,**

*Plaintiff,*

v.

**ST. CLAIR INTELLECTUAL PROPERTY  
CONSULTANTS, INC.,**

*Defendant.*

Civil Action No. 10-282-LPS-MPT

**FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT AGAINST  
DEFENDANTS ACER, DELL, GATEWAY, and LENOVO**

Plaintiff St. Clair Intellectual Property Consultants, Inc. (“St. Clair”), for its First Amended Complaint against Defendants Acer, Inc., Acer America Corporation, Dell Inc., Gateway Companies, Inc., Gateway, Inc., and Lenovo (United States) Inc., (collectively “Defendants”), states and alleges as follows:

**THE PARTIES**

1. Plaintiff St. Clair Intellectual Property Consultants, Inc. (“St. Clair”) is a Michigan corporation having its principal place of business at 16845 Kercheval Avenue, Suite No. Two, Grosse Pointe, Michigan 48230.

2. Defendant Acer, Inc., is a Taiwanese corporation with its principal place of business at 8F, 88, Sec. 1, Hsin Tai Wu Rd., Hsichih, Taipei, Hsien 221, Taiwan, R.O.C.

3. Defendant Acer America Corporation is a California corporation with its principal place of business at 333 W. San Carlos Street, Suite 1500, San Jose, California 95110. Acer America Corporation is a subsidiary of Acer, Inc.

4. Defendant Dell Inc. is a Delaware corporation with its principal place of business at 1 Dell Way, Round Rock, Texas 78682.

5. Defendant Gateway Companies, Inc. is a Delaware corporation with its principal place of business at 7565 Irvine Center Drive, Irvine, California 92618. Gateway Companies, Inc. is a subsidiary of Acer, Inc.

6. Defendant Gateway, Inc. is a Delaware corporation with its principal place of business at 7565 Irvine Center Drive, Irvine, California 92618. Gateway, Inc. is a subsidiary of Acer, Inc.

7. Defendant Lenovo (United States) Inc. is a Delaware corporation with its principal place of business at 1009 Think Place, Morrisville, North Carolina 27560. Lenovo (United States) Inc. is a subsidiary of Lenovo Group Limited.

### **JURISDICTION AND VENUE**

8. This is an action for patent infringement under the patent laws of the United States, Title 35, United States Code, specifically §§ 271 and 281-285. This Court has subject matter jurisdiction under Title 28 United States Code §§ 1331 and 1338(a).

9. Personal jurisdiction over Defendants comports with the United States Constitution and 10 Del. C. § 3104 of the Delaware Code because Defendants have committed and continue to commit and have contributed and continue to contribute to acts of patent infringement in this district as alleged in this Complaint and additionally, with respect to Dell Inc., Gateway Companies, Inc., Gateway, Inc., and Lenovo (United States) Inc. because they are citizens of this state.

10. Venue is properly within the district under Title 28 United States Code §§ 1391(b) and (c) and 1400(b).

### **BACKGROUND**

11. St. Clair owns all of the rights and interests in United States Patent Nos. 5,613,130 (the “‘130 Patent”); 5,630,163 (the “‘163 Patent”); 5,710,929 (the “‘929 Patent”); 5,758,175 (the “‘175 Patent”); 5,892,959 (the “‘959 Patent”); 5,961,617 (the “‘617 Patent”); and 6,079,025 (the “‘025 Patent”) (collectively, the “Patents in Suit”).

12. The ‘130 Patent entitled “Card Voltage Switching And Protection” was duly and legally issued by the United States Patent and Trademark Office on March 18, 1997, after full and fair examination. A copy of the ‘130 Patent is attached hereto as Exhibit A.

13. The ‘163 Patent entitled “Computer Having A Single Bus Supporting Multiple Bus Architectures Operating With Different Bus Parameters” was duly and legally issued by the

United States Patent and Trademark Office on May 13, 1997, after full and fair examination. A copy of the '163 Patent is attached hereto as Exhibit B.

14. The '929 Patent entitled "Multi-State Power Management For Computer Systems" was duly and legally issued by the United States Patent and Trademark Office on January 20, 1998, after full and fair examination. A copy of the '929 Patent is attached hereto as Exhibit C.

15. The '175 Patent entitled "Multi-Mode Power Switching For Computer Systems" was duly and legally issued by the United States Patent and Trademark Office on May 26, 1998, after full and fair examination. A copy of the '175 Patent is attached hereto as Exhibit D.

16. The '959 Patent entitled "Computer Activity Monitor Providing Idle Thread And Other Event Sensitive Clock And Power Control" was duly and legally issued by the United States Patent and Trademark Office on April 6, 1999, after full and fair examination. A copy of the '959 Patent is attached hereto as Exhibit E.

17. The '617 Patent entitled "System And Technique For Reducing Power Consumed By A Data Transfer Operations During Periods Of Update Inactivity" was duly and legally issued by the United States Patent and Trademark Office on October 5, 1999, after full and fair examination. A copy of the '617 Patent is attached hereto as Exhibit F.

18. The '025 Patent entitled "System And Method Of Computer Operating Mode Control For Power Consumption Reduction" was duly and legally issued by the United States Patent and Trademark Office on June 20, 2000, after full and fair examination. A copy of the '025 Patent is attached hereto as Exhibit G.

19. Acer, Inc., (“Acer”) sells and distributes, including, upon information and belief, sales and distribution within the District of Delaware, personal computers including but not limited to products sold under the names Aspire, Aspire One, Extensa, Ferrari, and TravelMate.

20. Acer America Corporation (“Acer”) sells and distributes, including, upon information and belief, sales and distribution within the District of Delaware, personal computers including but not limited to products sold under the names Aspire, Aspire One, Extensa, Ferrari, and TravelMate.

21. Upon information and belief, Acer was aware of the Patents in Suit as a result of at least the following facts:

- a. St. Clair offered to license the ‘929, ‘175, ‘959 and ‘025 Patents in Suit to Acer by letters dated October 17, 2000 from St. Clair to Stan Shih of Acer and Ronald Chwang and William Lu of Acer SoftCapital Group and Acer, Inc.
- b. Acer responded to St. Clair’s license offer, and St. Clair and Acer contemplated a personal meeting to discuss the offer.
- c. JMP Securities sent Acer an offering brochure listing all of the Patents in Suit to James C. Lu, JD, General Counsel of Acer Technology Ventures on August 20, 2008.
- d. The U.S. Patent Office repeatedly cited one or more of St. Clair’s power management Patents in Suit or related patents as prior art against patent applications owned by Acer or Acer’s predecessors for power management, e.g., U.S. Patent No. 7,334,138; U.S. Patent No. 5,870,613; U.S. Patent No. 5,884,087; U.S. Patent No. 5,903,765; U.S. Patent No. 7,634,675; U.S. Patent No. 7,133,028; U.S. Patent No. 6,684,341; and U.S. Patent No. 6,246,397.

- e. Upon information and belief, Acer became aware of the Patents in Suit as a result of Acer's due diligence in acquiring Gateway, Inc., Packard Bell, and/or eMachines.
- f. Upon information and belief, Acer became aware of the Patents in Suit as a result of Acer's involvement with entities that search for, buy, sell, broker, and/or license patents.
- g. For example, Acer regularly communicates with, is a member/shareholder/partial owner of, and hires entities to search for, buy, sell, broker sales, and/or license patents that may relate to Acer's products. Such entities include but are not limited to RPX; Allied Security Trust (AST); Intellectual Ventures (IV); Drakes Bay Company; Ocean Tomo; Transpacific IP; Technology, Patents and Licensing Inc. (TPL); InterDigital Communications Corp. (IDCC); Acacia; Quantum Intellectual Property Services (QUIPS); and yet2.com Inc.
- h. Upon information and belief, one or more of such entities disclosed the Patents in Suit to Acer.
- i. Acer has been involved in multiple other patent infringement suits involving power management technology wherein, upon information and belief, the Patents in Suit in this case were considered by Acer, including at least the following cases:
  - i. *HP v. Acer, et al.*;
  - ii. *Elonex v. Acer, et al.*; and
  - iii. *Saxon Innovations v. Apple, Gateway, Acer, et al.*

22. Upon information and belief, Acer had reason to believe that it was implementing technology in its computers that was related to and infringed the claimed technology of the Patents in Suit and Acer acted deliberately and/or objectively and subjectively reckless in moving forward with such technology. Acer encountered one or more of the Patents in Suit in a manner showing the relevance of the Patents in Suit to Acer's technology. For example, Acer was notified by letter from St. Clair of the Patents in Suit. In addition, Acer's own patent prosecution activities involved technology which it was implementing or considering implementing in its computer products. Other instances in which Acer encountered the Patents in Suit include Acer's litigation activities in suits involving power management, Acer's interest in obtaining power management patents through patent prosecution and brokers, Acer's due diligence/technology investigations, and other activities.

23. Given the totality of the circumstances, Acer obtained knowledge of the Patents in Suit in a manner in which, independently and collectively, constituted disregard of the Patents in Suit in making and selling computer products that was at least objectively and subjectively reckless if not deliberate infringement of known patent rights. Upon information and belief, the substantial risk that Acer's products implemented technology that would infringe the Patents in Suit was either known and/or was so obvious under the circumstances that the infringement risk should have been known.

24. Dell Inc. ("Dell") sells and distributes, including, upon information and belief, sales and distribution within the District of Delaware, personal computers including but not limited to products sold under the names XPS, Mini, Inspiron, Studio, Studio XPS, Adamo, Vostro, Latitude, and Precision.

25. Upon information and belief, Dell was aware of the Patents in Suit as a result of at least the following facts:

- a. St. Clair offered to license the '929, '175, '959 and '025 Patents in Suit to Dell by letter dated October 13, 2000 from St. Clair to Thomas B. Green, Sr. Vice President of Dell.
- b. JMP Securities sent Dell an offering brochure listing all of the Patents in Suit on August 15, 2008.
- c. The U.S. Patent Office repeatedly cited one or more of St. Clair's power management Patents in Suit or related patents as prior art against patent applications owned by Dell for power management, e.g., U.S. Patent No. 6,269,449; U.S. Patent No. 5,771,390; U.S. Patent No. 7,716,504; U.S. Patent No. 5,996,078; U.S. Patent No. 5,632,038; U.S. Patent No. 5,566,340; and U.S. Patent No. 5,617,572.
- d. Upon information and belief, Dell became aware of the Patents in Suit as a result of Dell's involvement with entities that search for, buy, sell, broker, and/or license patents.
- e. For example, Dell regularly communicates with, is a member/shareholder/partial owner of, and hires entities to search for, buy, sell, broker sales, and/or license patents that may relate to Dell's products. Such entities include but are not limited to RPX; Allied Security Trust (AST); Intellectual Ventures (IV); Drakes Bay Company; Ocean Tomo; Transpacific IP; Technology, Patents and Licensing Inc. (TPL); InterDigital Communications Corp. (IDCC); Acacia; Quantum Intellectual Property Services (QUIPS); and yet2.com Inc.



- f. Upon information and belief, one or more of such entities disclosed the Patents in Suit to Dell.
- g. Dell has been involved in multiple other patent infringement suits involving power management technology wherein, upon information and belief, the Patents in Suit in this case were considered by Dell, including at least the following cases:
  - i. *Optimum Power Solutions LLC v. Apple, Dell et al.*, EDTX 6:10-cv-00061; and
  - ii. *Saxon Innovations v. Apple, Gateway, Acer, H-P, Dell et al.*, EDTX, 08-cv-265.

26. Upon information and belief, Dell had reason to believe that it was implementing technology in its computers that was related to and infringed the claimed technology of the Patents in Suit and Dell acted deliberately and/or objectively and subjectively reckless in moving forward with such technology. Dell encountered one or more of the Patents in Suit in a manner showing the relevance of the Patents in Suit to Dell's technology. First, Dell was notified by letter from St. Clair of the Patents in Suit. In addition, Dell's own patent prosecution activities involved technology which it was implementing or considering implementing in its computer products. Other instances in which Dell encountered the Patents in Suit include Dell's litigation activities in suits involving power management, Dell's interest in obtaining power management patents through patent prosecution and brokers, Dell's due diligence/technology investigations, and other activities.

27. Given the totality of the circumstances, Dell obtained knowledge of the Patents in Suit in a manner in which, independently and collectively, constituted disregard of the Patents in Suit in making and selling computer products that was at least objectively and subjectively

reckless if not deliberate infringement of known patent rights. Upon information and belief, the substantial risk that Dell's products implemented technology that would infringe the Patents in Suit was either known and/or was so obvious under the circumstances that the infringement risk should have been known.

28. Gateway Companies, Inc., ("Gateway") sells and distributes, including, upon information and belief, sales and distribution within the District of Delaware, personal computers including but not limited to products sold under the names LT Series, UC Series, TC Series, T Series, M Series, MD Series, MC Series, P Series, DX Series, LX Series, and FX Series.

29. Gateway, Inc., ("Gateway") sells and distributes, including, upon information and belief, sales and distribution within the District of Delaware, personal computers including but not limited to products sold under the names LT Series, UC Series, TC Series, T Series, M Series, MD Series, MC Series, P Series, DX Series, LX Series, and FX Series.

30. Upon information and belief, Gateway was aware of the Patents in Suit as a result of at least the following facts:

- a. St. Clair offered to license the '929, '175, '959 and '025 Patents in Suit to Gateway by letter dated October 13, 2000 from St. Clair to Phillip M. Davison, Group Counsel for Gateway.
- b. Upon information and belief, Gateway became aware of the Patents in Suit as a result of Gateway's due diligence in marketing the company to prospective purchasers and/or due diligence in being acquired by Acer.
- c. Upon information and belief, Gateway became aware of the Patents in Suit as a result of Gateway's involvement with entities that search for, buy, sell, broker, and/or license patents.

- d. For example, Gateway regularly communicates with, is a member/shareholder/partial owner of, and hires entities to search for, buy, sell, broker sales, and/or license patents that may relate to Gateway's products. Such entities include but are not limited to RPX; Allied Security Trust (AST); Intellectual Ventures (IV); Drakes Bay Company; Ocean Tomo; Transpacific IP; Technology, Patents and Licensing Inc. (TPL); InterDigital Communications Corp. (IDCC); Acacia; Quantum Intellectual Property Services (QUIPS); and yet2.com Inc.
- e. Upon information and belief, one or more of such entities disclosed the Patents in Suit to Gateway.
- f. Gateway has been involved in multiple other patent infringement suits involving power management technology wherein, upon information and belief, the Patents in Suit in this case were considered by Gateway, including at least the following cases:
  - i. *Elonex v. Acer, Apple, Compaq, Gateway, et al.*;
  - ii. *Saxon Innovations v. Apple, Gateway, Acer, H-P, Dell et al.*, EDTX, 08-cv-265.; and
  - iii. *H-P v. Gateway, Compaq, et al.*, SDCA, 04-613.

31. Upon information and belief, Gateway had reason to believe that it was implementing technology in its computers that was related to and infringed the claimed technology of the Patents in Suit and Gateway acted deliberately and/or objectively and subjectively reckless in moving forward with such technology. Gateway encountered one or more of the Patents in Suit in a manner showing the relevance of the Patents in Suit to Gateway's

technology. First, Gateway was notified by letter from St. Clair of the Patents in Suit. In addition, Gateway encountered the Patents in Suit in Gateway's litigation activities in suits involving power management as well as in relation to its parent company Acer's own information.

32. Given the totality of the circumstances, Gateway obtained knowledge of the Patents in Suit in a manner in which, independently and collectively, constituted disregard of the Patents in Suit in making and selling computer products that was at least objectively and subjectively reckless if not deliberate infringement of known patent rights. Upon information and belief, the substantial risk that Gateway's products implemented technology that would infringe the Patents in Suit was either known and/or was so obvious under the circumstances that the infringement risk should have been known.

33. Lenovo (United States) Inc. ("Lenovo") sells and distributes, including, upon information and belief, sales and distribution within the District of Delaware, personal computers including but not limited to products sold under the names IdeaPad, ThinkPad, Value Line G Series, IdeaCentre, ThinkCentre, and H Series.

34. Upon information and belief, Lenovo was aware of the Patents in Suit as a result of at least the following facts:

- a. JMP Securities sent Lenovo an offering brochure listing all of the Patents in Suit in August 2008.
- b. John Zhao, former Chairman of the Board of Vadem in the 1990s, and who had knowledge of the Fung power management patents, later became an executive at Lenovo.

- c. Upon information and belief, Lenovo became aware of the Patents in Suit as a result of Lenovo's due diligence relating to Lenovo's purchase of the IBM PC Company Division.
- d. The U.S. Patent Office repeatedly cited one or more of St. Clair's power management Patents in Suit or related patents as prior art against patent applications owned by Lenovo or Lenovo's predecessors for power management, e.g., U.S. Patent No. 5,768,604; U.S. Patent No. 5,822,597; U.S. Patent No. 5,603,038; U.S. Patent No. 5,630,142; U.S. Patent No. 5,689,715; U.S. Patent No. 5,517,650; and U.S. Patent No. 5,560,023.
- e. Upon information and belief, Lenovo became aware of the Patents in Suit as a result of Lenovo's involvement with entities that search for, buy, sell, broker, and/or license patents.
- f. For example, Lenovo regularly communicates with, is a member/shareholder/partial owner of, and hires entities to search for, buy, sell, broker sales, and/or license patents that may relate to Lenovo's products. Such entities include but are not limited to RPX; Allied Security Trust (AST); Intellectual Ventures (IV); Drakes Bay Company; Ocean Tomo; Transpacific IP; Technology, Patents and Licensing Inc. (TPL); InterDigital Communications Corp. (IDCC); Acacia; Quantum Intellectual Property Services (QUIPS); and yet2.com Inc.
- g. Upon information and belief, one or more of such entities disclosed the Patents in Suit to Lenovo.

h. Lenovo has been involved in multiple other patent infringement suits involving power management technology wherein, upon information and belief, the Patents in Suit in this case were considered by Lenovo, including at least the following cases:

- i. *Optimum Power Solutions LLC v. Apple, Dell et al.*, EDTX 6:10-cv-00061; and
- ii. *Saxon Innovations v. Apple, Gateway, Acer, H-P, Dell et al.*, EDTX, 08-cv-265.

35. Upon information and belief, Lenovo had reason to believe that it was implementing technology in its computers that was related to and infringed the claimed technology of the Patents in Suit and Lenovo acted deliberately and/or objectively and subjectively reckless in moving forward with such technology. Lenovo encountered one or more of the Patents in Suit in a manner showing the relevance of the Patents in Suit to Lenovo's technology. For example, Lenovo's own patent prosecution activities involved technology which it was implementing or considering implementing in its computer products. Other instances in which Lenovo encountered the Patents in Suit include Lenovo's litigation activities in suits involving power management, Lenovo's interest in obtaining power management patents through patent prosecution and brokers, Lenovo's due diligence/technology investigations, and other activities.

36. Given the totality of the circumstances, Lenovo obtained knowledge of the Patents in Suit in a manner in which, independently and collectively, constituted disregard of the Patents in Suit in making and selling computer products that was at least objectively and subjectively reckless if not deliberate infringement of known patent rights. Upon information

and belief, the substantial risk that Lenovo's products implemented technology that would infringe the Patents in Suit was either known and/or was so obvious under the circumstances that the infringement risk should have been known.

## **COUNT I**

### **INFRINGEMENT OF THE '130 PATENT**

37. Plaintiff incorporates each of the preceding paragraphs 1 - 36 as if fully set forth herein.

38. Defendants are infringing the '130 Patent literally, or under the doctrine of equivalents, by importing into the United States, and/or making, using, selling, or offering for sale in the United States, including the District of Delaware, products embodying the patented inventions claimed in the '130 Patent without authority, including but not limited to the products identified in preceding paragraphs 19-20, 24, 28-29, and 33.

39. Upon information and belief, Defendants have willfully infringed the Patents in Suit by having deliberately engaged in their infringing conduct in knowing disregard of the Patents in Suit and have acted objectively and subjectively recklessly in implementing technology in computers that they knew or should have reasonably known would infringe the Patents in Suit.

40. The infringement by Defendants of the '130 Patent has injured St. Clair and will cause St. Clair added irreparable injury and damage in the future unless Defendants are enjoined from infringing the '130 Patent.

**COUNT II**

**INFRINGEMENT OF THE '163 PATENT**

41. Plaintiff incorporates each of the preceding paragraphs 1 - 40 as if fully set forth herein.

42. Defendants are infringing the '163 Patent literally, or under the doctrine of equivalents, by importing into the United States, and/or making, using, selling, or offering for sale in the United States, including the District of Delaware, products embodying the patented inventions claimed in the '163 Patent without authority, including but not limited to the products identified in preceding paragraphs 19-20, 24, 28-29, and 33.

43. Upon information and belief, Defendants have willfully infringed the Patents in Suit by having deliberately engaged in their infringing conduct in knowing disregard of the Patents in Suit and have acted objectively and subjectively recklessly in implementing technology in computers that they knew or should have reasonably known would infringe the Patents in Suit.

44. The infringement by Defendants of the '163 Patent has injured St. Clair and will cause St. Clair added irreparable injury and damage in the future unless Defendants are enjoined from infringing the '163 Patent.

**COUNT III**

**INFRINGEMENT OF THE '929 PATENT**

45. Plaintiff incorporates each of the preceding paragraphs 1 - 44 as if fully set forth herein.

46. Defendants are infringing the '929 Patent literally, or under the doctrine of equivalents, by importing into the United States, and/or making, using, selling, or offering for



sale in the United States, including the District of Delaware, products embodying the patented inventions claimed in the '929 Patent without authority, including but not limited to the products identified in preceding paragraphs 19-20, 24, 28-29, and 33.

47. Upon information and belief, Defendants have willfully infringed the Patents in Suit by having deliberately engaged in their infringing conduct in knowing disregard of the Patents in Suit and have acted objectively and subjectively recklessly in implementing technology in computers that they knew or should have reasonably known would infringe the Patents in Suit.

48. The infringement by Defendants of the '929 Patent has injured St. Clair and will cause St. Clair added irreparable injury and damage in the future unless Defendants are enjoined from infringing the '929 Patent.

#### **COUNT IV**

#### **INFRINGEMENT OF THE '175 PATENT**

49. Plaintiff incorporates each of the preceding paragraphs 1 - 48 as if fully set forth herein.

50. Defendants are infringing the '175 Patent literally, or under the doctrine of equivalents, by importing into the United States, and/or making, using, selling, or offering for sale in the United States, including the District of Delaware, products embodying the patented inventions claimed in the '175 Patent without authority, including but not limited to the products identified in preceding paragraphs 19-20, 24, 28-29, and 33.

51. Upon information and belief, Defendants have willfully infringed the Patents in Suit by having deliberately engaged in their infringing conduct in knowing disregard of the Patents in Suit and have acted objectively and subjectively recklessly in implementing

technology in computers that they knew or should have reasonably known would infringe the Patents in Suit.

52. The infringement by Defendants of the '175 Patent has injured St. Clair.

#### **COUNT V**

#### **INFRINGEMENT OF THE '959 PATENT**

53. Plaintiff incorporates each of the preceding paragraphs 1 - 52 as if fully set forth herein.

54. Defendants are infringing the '959 Patent literally, or under the doctrine of equivalents, by importing into the United States, and/or making, using, selling, or offering for sale in the United States, including the District of Delaware, products embodying the patented inventions claimed in the '959 Patent without authority, including but not limited to the products identified in preceding paragraphs 19-20, 24, 28-29, and 33.

55. Upon information and belief, Defendants have willfully infringed the Patents in Suit by having deliberately engaged in their infringing conduct in knowing disregard of the Patents in Suit and have acted objectively and subjectively recklessly in implementing technology in computers that they knew or should have reasonably known would infringe the Patents in Suit.

56. The infringement by Defendants of the '959 Patent has injured St. Clair.

#### **COUNT VI**

#### **INFRINGEMENT OF THE '617 PATENT**

57. Plaintiff incorporates each of the preceding paragraphs 1 - 56 as if fully set forth herein.

58. Defendants are infringing the '617 Patent literally, or under the doctrine of equivalents, by importing into the United States, and/or making, using, selling, or offering for sale in the United States, including the District of Delaware, products embodying the patented inventions claimed in the '617 Patent without authority, including but not limited to the products identified in preceding paragraphs 19-20, 24, 28-29, and 33.

59. Upon information and belief, Defendants have willfully infringed the Patents in Suit by having deliberately engaged in their infringing conduct in knowing disregard of the Patents in Suit and have acted objectively and subjectively recklessly in implementing technology in computers that they knew or should have reasonably known would infringe the Patents in Suit.

60. The infringement by Defendants of the '617 Patent has injured St. Clair and will cause St. Clair added irreparable injury and damage in the future unless Defendants are enjoined from infringing the '617 Patent.

## **COUNT VII**

### **INFRINGEMENT OF THE '025 PATENT**

61. Plaintiff incorporates each of the preceding paragraphs 1 - 60 as if fully set forth herein.

62. Defendants are infringing the '025 Patent literally, or under the doctrine of equivalents, by importing into the United States, and/or making, using, selling, or offering for sale in the United States, including the District of Delaware, products embodying the patented inventions claimed in the '025 Patent without authority, including but not limited to the products identified in preceding paragraphs 19-20, 24, 28-29, and 33.

63. Upon information and belief, Defendants have willfully infringed the Patents in Suit by having deliberately engaged in their infringing conduct in knowing disregard of the Patents in Suit and have acted objectively and subjectively recklessly in implementing technology in computers that they knew or should have reasonably known would infringe the Patents in Suit.

64. The infringement by Defendants of the '025 Patent has injured St. Clair.

**DEMANDS FOR RELIEF**

WHEREFORE, St. Clair respectfully requests that judgment be entered in its favor and against Defendants as follows:

a. That Defendants have infringed the '130, '163, '929, '175, '959, '617, and '025 patents;

b. That Defendants' infringement of the '130, '163, '929, '175, '959, '617, and '025 patents has been willful;

c. That Defendants and their respective agents, servants, officers, directors, employees, and all persons acting in concert with them, directly or indirectly, be temporarily and permanently enjoined from infringement, inducing others to infringe, or contributing to the infringement of the '130, '163, '929, and '617 patents;

d. That Defendants be ordered to account for and pay to St. Clair the damages to which St. Clair is entitled as a consequence of the infringement of the '130, '163, '929, '175, '959, '617, and '025 patents, together with pre-judgment interest and costs;

e. That a post-judgment equitable accounting of damages be ordered for the period of infringement of the '130, '163, '929, and '617 patents;

- f. That all other damages permitted by Title 35 United States Code § 284, including increased damages up to three times the amount of compensatory damages found be awarded;
- g. That St. Clair be awarded its costs and attorneys' fees; and
- h. That St. Clair be awarded such other and further relief as the Court may deem just and equitable.

**DEMAND FOR TRIAL BY JURY**

St. Clair respectfully demands a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure on any and all issues so triable.

November 16, 2010

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